



Maharashtra Maritime Board,
Home Department (Ports and Transport),
Government of Maharashtra

Tender Notice

for

**OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND
PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA**

March, 2023

DISCLAIMER

The information contained in this Request for Proposal document comprising of Volume 1 and Volume 2 (the “RFP” or “Request for Proposal”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Lessee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INSTRUCTIONS TO BIDDERS RELATED TO E-TENDERING

GENERAL INSTRUCTIONS:

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance.

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of India: <https://mahatenders.gov.in>

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders has been provided on

<https://mahatenders.gov.in/nicqep/app?page=BiddersManualKit&service=page>

All bidders interested in participating in the online e-Tendering process are required to procure Digital e-Token having 2 certificates inside it, one for Signing/ Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document, Bid Preparation, Bid Submission.

[\(https://mahatenders.gov.in/nicqep/app?page=DSCInfo&service=page\)](https://mahatenders.gov.in/nicqep/app?page=DSCInfo&service=page)

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment only. This payment will not be accepted by the department modes such as Cash, Cheque or Demand Draft.

Bidders who are using SB MOPS other banks Internet Banking are requested to make online payment four days in advance. For online Payment related issues, kindly send email with Bank Reference Number to this email ID merchant@sbi.co.in. You may also contact 022-27560149 for clarifications.

If any assistance is required regarding e-Tendering (registration/ upload/ download) please contact GoM e-Tendering Help Desk

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

- International Bidders are requested to prefix 91 as country code. Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

1. INTRODUCTION AND BACKGROUND

The Maharashtra Maritime Board (the Board) was constituted by enacting the Maharashtra Maritime Board Act, 1996. The Board is the nodal agency that governs the regulatory framework for the maritime industry in the state.

1.1 The Project

The Board has developed land parcel adjoining to the Murudkhora Jetty at Raigad. The Board intends to operate and maintain Chowpatty premises including all civil, electrical, mechanical, horticulture infrastructure through private operation and maintenance operator, who will be allowed to generate revenue through pre-determined sources as mentioned in Annexure- IX. Layout of the facility is attached at **Annexure–X**.

The area for Murudkhora Jetty is 4341.00 sq. m.

In this regard, The Board invites Online offers through E- tendering process from reputed Companies/ Firms/ Consortiums with prior experience as per eligibility criteria.

1.2 Scope of Work

The scope of work shall be as follows: -

Maintenance of all civil, electrical, horticulture and infrastructure including:-

1. Entire Chowpatty maintenance
2. Electricity and Water supply
3. Food court
4. Parking of Vehicles
5. Advertisement Hoardings
6. Maintenance of landscape
7. Daily cleaning of the Chowpatty
8. Maintenance of Toilet
9. Providing 24 hrs. security
10. Crowd control and management
11. Temporary structures (as allowed by Maharashtra Maritime Board and as per MCZMA and CRZ guidelines)
12. Compound Walls

The scope of work will broadly include operation, management and maintenance of parking facility and passenger jetty at Murudkhora, Raigad. The OM&M operator has the rights to generate revenue through the space allotted as per details provided in Annexure- IX.

1.3 Brief Description of Bidding Process

MMB has adopted single stage two-step process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. All Bidders shall submit their Technical Proposal and Financial Proposal against this RFP in a single stage ("the Bidder"). The first step of the process involves qualification of interested parties/ Consortia on the basis of the Technical Proposal submitted by the Bidders in accordance with the provisions of RFP. At the end of the first step, the MMB shall shortlist pre-qualified Bidders. In the second step of the process, Financial Proposal of only these shortlisted prequalified Bidders shall be opened and evaluated for identification of the Successful Bidder.

2. INSTRUCTION TO BIDDERS

2.1 Validity of Bids:

The Bid shall be valid for a period of not less than 120 days from the bid submission date (the "Bid Due Date").

2.2 Bid Security / EMD :

A Bidder is required to deposit, along with its Bid, **a Bid Security (EMD) equivalent to Rs. 50,000/-** (Rupees Fifty Thousand Only) refundable from the date of execution of agreement with the Successful Bidder, whichever is later, except in the case of the highest Bidder. In case of MSME bidder's exemption is allowed against the MSME registration certificate.

2.3 Bid Fees

The application fee for the tender is **Rs. 590/-** (Rupees Five Hundred Ninety only) including GST (Non-Refundable) to be paid through online payment modes i.e., Net Banking during Tender Document Download Stage.

2.4 Site visit/ survey:

Bidders are invited to examine the Project in greater detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids.

2.5 Mandatory Premium for Bidding:

Bids are invited for the OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA to operate and maintain Chowpatty premises including all civil, electrical, mechanical, horticulture infrastructure through private operation and maintenance operator, who will be allowed to generate revenue through pre-determined sources.

Operator will be selected on the basis of the highest annual premium subject to minimum of Rs. 49,80,000/- (Rupees Forty nine Lakhs Eighty Thousand only) per year to be paid by the operator during the period of Operation. The bids in which if the quote is below Rs. 49,80,000/- annual premium, the same will be rejected, and their bid security may be forfeited.

2.6 Prohibited source of income:

The Operator will not be entitled to levy and / or collect user charges from chowpatty and toilet block users.

2.7 Contact details for queries:

Any queries or request for additional information concerning this RFP shall be emailed to the address: ceommb@gmail.com. The Bidders are required to submit their queries on this RFP (i.e., all parts of the RFP) by at least one (one) working day prior to the date of pre-bid conference). The Submissions/communications shall clearly bear the following identification/ title:

2.8 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Sr.	Activities	Date		Hours
1	Publishing Date	04.03.2023	at	12.00
2	Document Download Start Date	04.03.2023	at	10.00
3	Document Download End Date	18.03.2023	upto	17.00
4	Seek clarifications start date	04.03.2023	at	10.00
5	Seek clarification end date	09.03.2023	at	17.00
6	Pre-bid meeting	10.03.2023	at	15.00
7	Bid Submission Start Date	11.03.2023	at	12.00
8	Bid Submission Close Date	18.03.2023	upto	17.00
9	Bid Opening Date (Technical Bids)	21.03.2023	at	12.00

Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial tenders shall be notified in 'Press Notice/ Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.

* Dates mentioned are tentative

2.9 General Terms and Conditions

2.9.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.

2.9.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Lease Agreement (which will be provided to successful bidder after issuance of LOA) shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Lease Agreement.

2.9.3 The Bidder shall be deemed to have satisfied fully before submitting tender as to the correctness and sufficiency of his tender for the works and of the prices/ rates quoted in the Financial Bid which shall, except as otherwise provided, cover all his obligations under the contract.

2.9.4 Online Tenders (e-tender) are invited by Maharashtra Maritime Board, Mumbai on Government of Maharashtra Electronic Tender Management System portal <https://mahatenders.gov.in>. as per Tender Schedule Published on the web portal.

2.9.5 MAHARASHTRA MARITIME BOARD reserves the right to reject any or all of the Bids without assigning any reasons thereof and the decision of MAHARASHTRA MARITIME BOARD would be final and binding on the Bidders

3. SPECIAL TERMS AND CONDITIONS

3.1 Duration of Contract:

The period of contract shall be 3 years which can be further extended to 2 years with prior permission from MMB.

3.2 Performance Security:

The successful bidder required to pay performance security of Rs. 1,00,000/- (Rs. One Lakh Only) to MMB shall be payable by the Operation and Management Operator to the Authority within 30 (Thirty) days from the acceptance of LOA.

3.3 Plan for Revenue generation:

Bidder shall submit the proposed plan for revenue generation including all opportunities for revenue generation with detail schemes. If Bidder is willing to add any additional facilities for passengers, tourists or for revenue generation the same shall be submitted as a part of tender document. The additional facility or idea for revenue generation should be submitted with detailed drawings and brief scheme.

3.4 Permanent Structures:

Any type of Construction permanent in nature at Murudkhora in Raigad district shall not be allowed.

3.5 Loss / Damages:

The Bidder shall be responsible for any loss of and any damage to all structures and properties belonging to Maharashtra Maritime Board and if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the bidder, his employees, agents, representatives or subcontractors.

3.6 Indemnity:

The Bidder shall indemnify Maharashtra Maritime Board from all claims for damage to Maharashtra Maritime Board's property arising under or by reason of this contract. Operator after the award of contract shall on its own expenses take out the required insurance and on request of MMB will submit the same to the MMB.

3.7 Subcontracting:

The Bidder will not be entitled to sublet, subcontract or assign the work under this contract without the prior consent of Maharashtra Maritime Board obtained in writing provided that even in the event of such subletting or assigning the work under the contract by Bidder, the Bidder will be bound by the obligations under the Contract. The O&M operator have the right to sub-lease the stall area/ advertisement hoardings to the third party with the prior consent of Maharashtra Maritime Board.

3.8 Overriding rights:

Maharashtra Maritime Board will have overriding rights for use of the facility on eight occasions per year on payment of actual expenditure incurred on food etc. However, MMB will intimate the selected bidder 1 week before any of such occasions or events.

3.9 Operation and Management Expenses:

All the expenses pertaining to OM&M (including manpower, security, electricity, water supply, municipal tax, license fees etc.) shall be borne by the OM&M Operator.

3.10 Loss of revenue:

Under any circumstances the operator shall not hold MMB liable for any loss in revenue and accepts that he has visited the site and done the assessment of facilities and is ready to operate and maintain the facility at Murudkhora at Raigad. MMB shall handover the facility to successful bidder on as-is basis.

3.11 Payment of Premium to MMB:

Under any circumstances the operator/ successful bidder shall not withhold any payment towards MMB. In the event of default in payment the contract shall be terminated by MMB.

3.12 Permissions:

Operator shall obtain all the required permissions required for the operations at the said facility.

4. ELIGIBILITY OF BIDDERS

Bids are invited from single or group of entities; for determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

The Bidder may be a single entity or a group of entities (the "Consortium"), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. Maximum three members are allowed for consortium.

A Bidder may be a natural person, private entity, partnership firm, company or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.

In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

- a) Number of members in a consortium shall not exceed 3 (three):
- b) Subject to the provisions of clause (a) above, the Proposal should contain the information required for each member of the Consortium.
- c) The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
- d) An individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualifications.
- e) If the selected bidder is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.

5. QUALIFICATION CRITERIA

(A) Technical: To be eligible for pre-qualification and short-listing, the Bidders shall have to satisfy the following conditions of eligibility:

- i The bidder shall fulfill all of the following eligibility criteria independently, as on date of submission of bid.
- ii Bidder shall have conducted the operation and maintenance of at least one Eligible Operation and Management Project for a period of at least 3 (three) consecutive financial years anytime within the Eligible Period ("**Operation, Management & Maintenance Experience**").
- iii The term "operation, management and maintenance" shall include day-to-day administration, functioning, management, maintenance, upkeep and repair of at least the Passenger Jetty/ Port Terminal/ chowpatty/ Advertising/ lake facility operations, etc.
- iv The term "**Eligible Period**" refers to a period of seven (7) consecutive financial years immediately preceding the Bid Due Date
- v Eligible OM&M Project shall mean experience of operations, Management and maintenance of a Passenger Jetty/ Port Terminal/ chowpatty/ lake facility operations etc.in last 7 years.
- vi In order to consider the OM&M experience for evaluation, the Applicant/ Consortium must submit certificate/ agreement/ work completion certificates from the Port Authority/ Licensor/ Statutory Auditor regarding OM&M experience.
- vii In case of the consortium, the combined capacity of consortium members shall be considered for eligibility.

(B) Financial Capacity:

- i. The average annual turnover of the Tenderer should be at least Rs 2 Crores (Two crores rupees) during each of the last 3 financial years from operation and management of eligible projects.
- ii. Bidder must have positive net worth. Bidder must be a profitmaking entity. Certificate from chartered accountant shall be submitted in technical bid.

Pre-Qualification Criteria

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ1	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932	Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder
			Copy of PAN Card
			Copy of GST Registration
PQ2	Turnover	The bidder shall have average turnover at least INR 2 crores from operations and management of a Passenger Jetty/ Port Terminal/ chowpatty/ lake facility operations, outdoor advertisement, etc. in the last three financial years (FY 19-20, FY 20-21, FY 21-22)	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.
PQ3	Net worth	The Bidder should have positive net worth for any of last 3 years. (FY 19-20, FY 20-21, FY 21-22)	Certificate from the Statutory Auditor/ Chartered Accountant clearly stating Positive Net worth
PQ4	Relevant Experience	The Bidder shall have experience of at least 3 operations and management of a Passenger Jetty/ Port Terminal/ chowpatty/ lake facility operations, outdoor advertisement, etc. projects in Port Trusts/ Maritime Boards, Public Sector Undertakings (PSU) companies/ Urban Local Bodies/ Central Government / State Government Organizations in last Seven (7) Financial Years.	Work order + Completion Certificates/ Satisfactory Service Certificate from the client Milestone completion certificate for ongoing projects.
PQ5	Blacklisting	The Bidder should not be debarred/ blacklisted by any Port Trusts/ Maritime Boards, State Government/ Central Government/PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period of time as on bid submission date.	A self-certified letter signed by the Authorized Signatory of the Bidder

6. EVALUATION PROCESS:

Only Bidders/ Consortium who meet the Pre-qualification criteria specified in Clauses 5 (A) & (B) Error! Reference source not found. above shall qualify for Technical Evaluation.

Technical Scoring criteria as below:

Sr. No.	Criteria	Parameters	Max Marks	Documents to be Submitted	
Financial Strength			40		
1.	The Bidder shall have average annual turnover from operations and management of a Passenger Jetty/ Port Terminal/ chowpatty/ lake facility operations, outdoor advertisement, etc. projects for 3 financial years (FY 19-20, FY 20-21, FY 21-22)	Turnover (in INR)	Marks	20	Audited financial Statements and Certificate duly signed by Statutory Auditor of the Bidder for total turnover
		> = INR 8 Cr.	20		
		> = INR 4 Cr and < INR 8 Cr	15		
		> = INR 2 Cr and < INR 4 Cr	10		
2.	The bidder shall have average Net Worth in last 3 Financial years (FY 19-20, FY 20-21, FY 21-22)	Net Worth (in INR)	Marks	20	Audited financial Statements and Certificate duly signed by Statutory Auditor of the Bidder for total Net Worth
		> = INR 10 Cr.	20		
		> = INR 6 Cr and < INR 8 Cr	15		
		> = INR 4 Cr and < INR 6 Cr	10		
Relevant Experience			30		
3.	The Bidder shall have experience of operations and management of a Passenger Jetty/ Port Terminal/ chowpatty/ lake facility operations,	Number of Projects	Marks	30	Client Letter / Work Order/ Agreement Copy/ Purchase Order/Completion Certificate
		> 5	30		
		> 3 and <=5	20		
		< =3	10		

Sr. No.	Criteria	Parameters	Max Marks	Documents to be Submitted
	outdoor advertisement, etc. projects in Public Sector Undertakings (PSU) companies/ Port Trusts/ Maritime Boards, Urban Local Bodies/ Central Government/ State Government Organizations in last Three (3) financial years.			
Approach and Methodology of O&M and Revenue generation			30	
4.	The Approach and Methodology would be evaluated on the basis of bidder's understanding of TOR and scope of work, innovative approach in revenue generation and articulation of concepts.			
	Revenue Generation	To what extent does it seem that the Operation Plan has been well thought out and practical with regard to the following: <ul style="list-style-type: none"> <input type="checkbox"/> Innovative approach <input type="checkbox"/> Investment recovery <input type="checkbox"/> Operational Activities <input type="checkbox"/> Organisation structure of the operational team 	20	Project Proposal
	Operation & Management Plan	To what extent does it seem that the Management Plan has been well thought out and practical with regard to the following: <ul style="list-style-type: none"> <input type="checkbox"/> Details of the preventive/ periodical maintenance proposed to be carried out <input type="checkbox"/> Maintenance Schedule containing activities and 	10	

Sr. No.	Criteria	Parameters	Max Marks	Documents to be Submitted
		periodicity <input type="checkbox"/> Equipment & Resources at the disposal of the operational team <input type="checkbox"/> Monitoring and reporting mechanism.		

(A) Shortlisting of Bidders

1. The Bidders scoring equal to or more than 70 marks as per evaluation methodology explained shall be declared as “Qualified Bidders” for the Project and be considered for opening and evaluation of the Financial Proposal.
2. The Bidders meeting all criteria prescribed shall be termed as technically qualified Bidder. Financial Bid of only technically qualified Bidders shall be opened. In case of a Consortium/ JV, the Experience of each of its Members, who have an equity share of at least 26% (twenty six percent) in such Consortium, shall be evaluated as Experience of the Consortium.
3. In the second step of evaluation, Financial Proposals of only “Qualified Bidders” who have passed the first step shall be opened in presence of the nominees of the Bidders, who choose to attend the same.

(B) Selection of Bidder

1. The Bidder quoting the highest Annual Premium subject to minimum Rs. 49.80 Lakhs (Rupees Forty nine Lakhs Eighty Thousand only) **with annual inflation of 6%** Fee shall be the Preferred Bidder. For avoidance of doubt, it is clarified that in the event of discrepancy in the Annual Advertisement Fee in numeric and alphabetical manner, the higher of both shall be considered.
2. The bids quoted below 49.80 Lakhs annual premium will be rejected, and their bid security may be forfeited.
3. The Bidder whose Bid is adjudged as responsive in terms of Clause 6 and who meet all parameters prescribed under Technical qualification with the highest Annual Premium shall be declared as the selected Bidder (the “Successful Bidder”).
4. In the event that two or more bidders quote the same Value of Annual Premium (the "Tie Bidders"), MMB shall identify the Successful Bidder by draw of lots, which shall be conducted with prior notice in the presence of the Tie Bidders who choose to attend.
5. In the event that the highest Bidder withdraws or is not selected for any reason in

the first instance (the “first round of bidding”), the MMB may invite all the remaining Bidders to revalidate or extend their respective Bid Security (EMD), as necessary, and match the bid of the aforesaid highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Successful Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose BID was higher as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Successful Bidder.

6. In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified above, MMB may, in its discretion, invite fresh BIDs (the “third round of bidding”) from all Bidders except highest Bidder of the first round of bidding or annul the Bidding Process, as the case may be.
7. After selection, a Letter of Award (LOA) shall be issued, in duplicate, by MMB to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA, duly signed by the Successful Bidder is not received by the stipulated date, MMB may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by MMB on account of failure of the Successful Bidder to acknowledge the LOA.
8. After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Service Agreement shall be executed between MMB and the Successful Bidder within 30 days from the date of issue of LOA. The Date of execution of Service Agreement between MMB and Successful Bidder shall be identified as Commercial Operation Date (COD).
9. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Service Agreement.

7. DUTIES AND RESPONSIBILITIES OF SELECTED BIDDER

1. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the MMB to the Successful Bidder and the Successful Bidder shall, within 07 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the MMB may, unless it consents to extension of time for submission thereof, appropriate Bid Security (EMD) of such Bidder.

2. At the end of every financial quarter, the Bidder shall have to submit duly audited Financial Statement to MMB.

Performance Security: The successful bidder required to pay performance security of Rs. 1,00,000/- (Rs. One Lakh Only) to MMB shall be payable by the Operation and Management Operator to the Authority within 30 (Thirty) days from the acceptance of LOA.

3. The Bidder shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All disputes or differences between the Bidder and his/ their employees shall be settled by the Bidder. The Bidder shall abide by prevalent Labour Laws as applicable
4. MAHARASHTRA MARITIME BOARD will have absolutely no liability whatsoever concerning the employees of the Bidder. The Bidder shall indemnify MAHARASHTRA MARITIME BOARD against any loss or damage or liability arising out of or in the course of the Bidder employing persons or in relation with the Bidder's employees.
5. The Bidder shall advise in writing or in such an appropriate way to all of the Bidder's employees and any other persons engaged by him that their appointment/employment is not by MAHARASHTRA MARITIME BOARD but by the Bidder and that their present appointment is only in connection with the contract with MAHARASHTRA MARITIME BOARD and that therefore, such an employment/ appointment would not enable them or make them eligible for any employment with MAHARASHTRA MARITIME BOARD either temporarily or/and permanent basis.
6. In respect of all labour, directly or indirectly employed in the work for the performance of the Bidder's part of this Agreement, the Bidder shall at his own expense, arrange for all the safety provisions as per relevant safety code.
7. All required licenses would be taken by company/ consortium etc.
8. Bidder shall have to maintain First aid facilities for its employees.
9. The Bidder shall be responsible for any loss of and any damage to all structures and properties belonging to Maharashtra Maritime Board and if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Bidder, his employees, agents, representatives or subcontractors.

8. PREPARATION AND SUBMISSION OF BID

- 8.1 **Language:** The Bid and all related correspondence and documents should be written in the English language.

8.2 **Format and Signing of Bid:**

Each Bid shall have to be prepared and submitted in accordance with provisions of this tender document. The Bid shall comprise of 2 (two) submissions:

Submission 1: Technical proposal (Qualification)

Submission 2: Commercial Proposal

The following documents should be uploaded by the Bidders in the form of PDF files in the same order as mentioned below, on the e-tendering website during the online Bid Preparation stage:

Submission 1: Technical Proposal (Qualification)

1. Covering letter, confirming the bid validity of 120 days and all the requested technical proposal annexures
2. Bid fee payment document to be paid through Online Payment Modes i.e. Net Banking, during Bid Preparation Stage
3. The Bid Security (also known as the Earnest Money Deposit (EMD)) of Rs 50,000/- (Rupees Fifty Thousand only) to be paid through Online Payment Modes i.e. Net Banking, during Bid Preparation Stage.
4. Submission of the proposal plan for revenue generation
5. Bid in the prescribed format along with Annexes and supporting documents (Audited Annual reports of last 3 financial years, tax returns of last 3 financial years (With CA certificate), VAT/GST Registration certificate, PAN, Service tax/GST Registration certificate. In case the annual accounts for the latest Financial Year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3(three) years preceding the year for which the audited annual report is not being provided.
6. Certificates of eligible experience {as per format in Annexure-VI}, any other additional document if required);
7. CA certificate of positive net worth
8. CA certificate certifying that bidder is profit making entity
9. Power of Attorney for signing of Bid in the format at Annexure-III;
10. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Annexure-IV;

11. If applicable, the Joint Bidding Agreement between the Members of Consortium.
12. Certified true copy of the incorporation certificate of the Single Entity. In the case of a Consortium, certified true copy of the incorporation certificate of each of the Members of the Consortium; and
13. Registration / incorporation certificate of bidder

Submission 2: Commercial Proposal

1. The Commercial Proposal shall be submitted in the format specified at Annexure VIII.
2. It may be noted that Bids of Bidders, which do not contain the Commercial Proposal as specified above, would be considered as invalid and liable for rejection.
3. During Online Bid Preparation, apart from the above-mentioned documents, if any need arises to upload additional documents in Submission 1 (i.e. Technical Envelope), an option of 'Upload Additional Documents' has been provided in the e-Tendering software which will be available to Bidders during Online Bid Preparation stage.
4. All Interested bidders are required to be enrolled on portal before downloading tender documents and participate in e-tendering.
5. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
6. The Bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance.
7. Originals must be produced for verification, whenever demanded by Maharashtra Maritime Board.
8. The Tenderer shall not put any counter conditions. Any counter offer as well as any alterations in the work/ scope of work, as specified in the tender, shall disqualify the tenderer forthwith.
9. The Tender shall be prepared, signed and submitted only by such Firm/ Company/ consortium etc. whose name the tender documents have been purchased.
10. If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures.

9. OPENING OF BIDS

1. For the purpose of qualifying under Submission 1, the Bidder shall have to demonstrate the minimum Technical and Financial Capacity as stipulated under this tender document. The Commercial proposals of only those bidders shall be opened who meet the Technical and Financial Capacity as stipulated.
2. If the Bidder does not meet the minimum Technical and Financial Capacity as specified, then the Bidder shall be disqualified from the Bidding Process and the Bid Security (EMD) of such Bidder shall be returned and their Commercial Proposals shall not be opened.
3. Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this notice will be liable to be rejected.
4. In the event two or more bids are received at the highest bid amount then the concerned bidders would be invited for negotiations and the bidder who offers the highest bid post negotiations would be declared as the Successful Bidder.
5. The Successful bidder whose bid is accepted by Maharashtra Maritime Board shall be given necessary written intimation about acceptance of bid within 7 days from the date of acceptance of price bid.
6. The date of commencement of contract shall be mentioned in the work order, failing which the date of work order shall be deemed to be the date of commencement of contract.
7. After 30 days from the date of issuance of the work order, a formal Agreement shall be entered into between Maharashtra Maritime Board and the successful bidder in respect of the work awarded under the Tender.

10. PAYMENT SCHEDULE:

1. Bidder shall submit the performance security as stated in RFP.
2. Payment of equal monthly installment of the annual premium quoted by the successful bidder to MMB.
3. All taxes/ duties/ levies, etc. and expenses, if any as applicable, shall have to be paid entirely by the Successful Bidder.
4. In case the payment to MMB is not made as specified in the aforesaid manner by the Successful Bidder, the EMD/ performance security and subsequent payment made if any by the Successful Bidder will automatically stand forfeited. In addition to such forfeiture as stated above the defaulting Bidder should not be allowed to take part in any of the tenders which may be held by MMB for 10 years.

5. Premium shall be paid by the selected bidder with MMB on monthly basis in equal installments. The payment should be made by 15th day of every month.

11. DEFAULT, PENALTY & TERMINATION

- a) In event any premium payment is defaulted the performance security will be forfeited.
- b) In the event of default of premium payment to MMB subsequently for period of six months shall attract interest rate of 2% per month.
- c) MMB shall issue notice with period of 30 days to pay the payments default. After 30 days of the notice, if the payment is not done then the contract will be terminated.
- d) **Maharashtra Maritime Board may terminate the Contract anytime during the period of Contract for any of the below mentioned reasons which would be recorded in the letter of termination.**

If the Selected Bidder/ Consortium,

- (a) Do not abide to clauses 7.7 of this RFP
- (b) has abandoned the Contract
- (c) has failed to maintain the performance standards set by MAHARASHTRA MARITIME BOARD the review shall be done on monthly basis.
- (d) has failed to rectify the defects and deficiencies pointed out by the Maharashtra Maritime Board within the time limit set forth for rectifying such defects and deficiencies
- (e) has neglected or failed to observe and perform all or any of the terms, acts, matters or things under this Contract to be observed and performed by the Contractor.
- (f) has in defiance of the Engineer in charges' instructions to the contrary sublet any part of the Contract.
- (g) has acted in any manner to the detrimental interest, reputation, name or prestige of MAHARASHTRA MARITIME BOARD. (h) has become untraceable.
- (i) has been declared insolvent/ bankrupt.
- (j) has without authority acted in violation of the terms and conditions of this Contract and has committed breach of terms of Contract in best judgment of MAHARASHTRA MARITIME BOARD.
- (k) The Contract shall also stand terminated if any winding up proceedings are initiated against the Bidder/ consortium members

- (l) When the Contract is terminated by Maharashtra Maritime Board for all or any of the reasons mentioned above the Company/ Consortium etc. shall not have any right to claim any compensation on account of such termination. On termination of such Contract, Maharashtra Maritime Board shall have the right to appropriate the Performance Security towards the amounts due and payable by the Company/ Consortium etc. as per the conditions of Contract and return to the Contractor excess money if any, left over.

12. Dispute Resolution

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Mumbai unless otherwise agreed by Maharashtra Maritime Board.

13. Applicable law

The contract arising out of this tender shall be interpreted in accordance with the Law of India.

14. FRAUD AND CORRUPT PRACTICES

14.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Lease Agreement. Notwithstanding anything to the contrary contained herein, in the LoA, the Lease Agreement, the Authority as the case may be may reject a Bid, withdraw the LoA, or terminate the Lease Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security (EMD) and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Lease Agreement or otherwise.

14.2 Without prejudice to the rights of the Authority under Clause 14.1 hereinabove and the rights and remedies which the Authority may have under the LoA or the Lease Agreement, or otherwise, if a Bidder or Lessee, as the case may be, is found by the

Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Lease Agreement, such Bidder or Lessee shall not be eligible to participate in any tender or RFP issued by any Department or Undertaking of Government of Maharashtra during a period of 2 (two) years from the date such Bidder or Lessee, as the case may be, is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

14.3 For the purposes of this Clause 14.2, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Lease Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

15. MISCELLANEOUS

15.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the High court of Maharashtra shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.

15.2 The Authority, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:

- (a) suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder;
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder
- (e) amend, modify or reissue the Bidding Documents or any part thereof;
- (f) to accept or reject any or all of the Bids; and/or
- (g) Include additional evaluation criteria or to modify the eligibility criteria for the further short-listing of person for issue of the Bidding Documents during the Bidding Process.
- (h) to consider any variation in the Bid submitted by the Bidder provided such variation is as per the project scope, project structure and as per the terms and conditions of the RFP

15.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of

any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

Annexure – I (Letter of Bid- Technical)

(On letter head of the Bidder)

To
Chief Executive Officer (CEO),
Maharashtra Maritime Board (MMB)
Indian Mercantile Chambers,
3rd Floor, Ramjibhai Kamani Marg,
Ballard Estate, Mumbai - 400001.

Subject: OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA

Sir,

1. Being duly authorized to represent and act for and on behalf of _____ (herein the Bidder), and having studied and fully understood all the information provided in this Tender Document, I..... the undersigned hereby apply as a Bidder for the “OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA” according to the terms and conditions of the offer made by Maharashtra Maritime Board.
2. Maharashtra Maritime Board is hereby authorized to conduct any inquiries/ investigation to verify the statements, documents and information submitted in connection with the Bid.
3. This Bid is made with full understanding that:
 - a. MAHARASHTRA MARITIME BOARD reserves the right to reject or accept any Bid, modify/ cancel the bidding process, and/or reject all or any of the Bids.
 - b. MAHARASHTRA MARITIME BOARD shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
 - c. In case our offer is accepted and if we fail to pay the amount in the manner specified by MAHARASHTRA MARITIME BOARD, the amount of Earnest Money and any further installments paid by us under this offer shall stand absolutely forfeited by MAHARASHTRA MARITIME BOARD.

OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA

4. I, the undersigned do hereby declare that the statements made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every aspect.
5. We have read the terms and conditions of the offer detailed in the Tender Notice and are willing to abide by them unconditionally.
6. The offer made by us is valid for 120 days from the Bid Submission Date. We understand that MAHARASHTRA MARITIME BOARD may require us to extend the validity of the bid for such period as may be determined by MAHARASHTRA MARITIME BOARD at its discretion.

Name: _____

For and on behalf of _____

(Name of Bidder)

Annexure – II Details of Bidder

[On the letter head of the Single Entity/Members of Consortium]

Original or copy No:

Dated:

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate):

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:

3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone number:
 - (f) E-Mail Address:
 - (g) Fax number:

4. Particulars of the authorized signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone number:
 - (e) Fax number:

5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 8.2 should be attached to the Bid.
- (c) Information regarding role of each Member should be provided as per table below:

S No.	Name of Member	Role*	Percentage of equity in the Consortium {Refer Clause 2.3.2}
1.			
2.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-III.

- (d) The following information shall also be provided by Bidder/for each Member:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

- 6. A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

Annexure-III -Power of Attorney for signing of Bid

Know all persons by these presents, [We (name of the company) incorporated under the laws of India and having its registered office at [__] "**Company**") do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name), son/ daughter/ wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for **OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA** pursuant to the Tender document dated [__] ("**Tender**") issued by the Maharashtra Maritime Board (the "**Authority**") and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/ or till the entering into of the License Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms not defined herein shall have the meaning assigned to them under the tender document.

IN WITNESS WHEREOF,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2.....

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarized)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Annexure – IV: Power of Attorney for Lead Member

(In case of Consortium)

Whereas the Authority has invited proposals from interested parties for **OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA**

Whereas, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary under the tender document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT.

We, M/s. _____ (Lead Member), M/s _____ and M/s

_____ (the respective names and addresses of the registered office) do hereby designate M/s.

_____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Authority, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the License Agreement is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts’ deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the ____ day of _____, 2022

(Executants

Annexure – V Joint Bidding Agreement (for Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20... (the “**Agreement**”)

AMONGST

1. {..... Limited, a company incorporated under the (Indian) Companies Act, 1956¹} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

3. Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)} *

The above-mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

¹ A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

* The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (Three)

The Maharashtra Maritime Board, represented by its Chief Executive Officer and having its principal offices at _____ (hereinafter referred to as "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Request for Proposal No. dated (the "RFP") for qualifying and selecting bidders for Bid for **OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA**

- A. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
- B. It is a necessary condition under the RFP that the members of the Consortium shall enter into a joint bidding agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below.

- a) Party of the First Part shall be the lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the lease Agreement when all the obligations of the Consortium shall become effective.
- b) {Party of the Second Part shall be _____ {the Technical Member of the Consortium}

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the lease Agreement and for the performance of the Lessee's obligations under the lease Agreement.

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. such Party is duly organized, validly existing and in GoM standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. the execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained.
 - ii. violate any applicable law presently in effect and having applicability to it;
 - iii. violate the memorandum of association and articles of association, by-laws or other applicable organizational documents thereof.
 - iv. violate any clearance, permit, License, grant, Lessor other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Lease Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

7. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed

Annexure- VI Details of the Eligible Experience

Project Code:

Member Code:

Item	Refer Instruction	Particulars
Title of the project		
Nature of the project	5	
Entity for which the project was constructed/ developed/maintained	6	
Location		
Date of commencement of project/ contract	7	
Date of completion/ commissioning	8	
Date of start of operations and end of operations	9	
Equity shareholding (with period during which equity was held)	10	

Instructions:

1. Bidders are expected to provide information of Eligible Project in this Annex. The project cited must comply with the eligibility criteria specified. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.

3. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member.
4. Particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided.
5. The date of commencement of the project must be mentioned.
6. The date of commissioning of the project, upon completion, should be indicated.
7. The date of start of operation and maintenance as well as date of completion of operation and maintenance should be indicated.
8. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which experience is claimed, needs to be given
9. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
10. Certificate from the Bidder's statutory auditor or its respective clients must be furnished for each Eligible Project. In case of applicants that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member may provide the requisite certification.
11. It may be noted that in the absence of any detail in the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical Capacity.

Annexure – VII (Details of facilities planned for revenue generation), To be submitted by bidder²

1. _____
2. _____
3. _____
4. _____

² Details of plan and detailed drawings to be enclosed

Annexure – VIII Financial Proposal

Particulars of Bid

I/WE AGREE TO PAY FOLLOWING ANNUAL PREMIUM TO MAHARASHTRA MARITIME BOARD FOR “OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA”.

Amount of Annual Premium (in figures)	Amount of Annual Premium (in words)

WE FURTHER ACKNOWLEDGE AND AGREE THAT:

1. In case our offer is accepted and if we fail to pay the amount in the manner specified by MAHARASHTRA MARITIME BOARD, the amount of Earnest Money and any further installments paid by us under this offer shall stand absolutely forfeited by MAHARASHTRA MARITIME BOARD.
2. This offer is valid for a period of 120 days from the Bid Submission Date or such extended date as may be determined by MAHARASHTRA MARITIME BOARD.
3. I/We have read and understood the terms and conditions of the Tender notice and documents and hereby unequivocally and unconditionally accept the same.
4. The decision of MAHARASHTRA MARITIME BOARD concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for MAHARASHTRA MARITIME BOARD to reject our Bid and/or to cancel the award of lease of the plot and waterfront.

Signature of the Authorized Signatory of the Bidder

Full Name

Designation (as applicable)

Name of the Company (as applicable)

Address

Date

OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA

Annexure- IX Revenue generation resources

1. Name of the work:- OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA

2. MAHARASHTRA MARITIME BOARD has developed MURUDKHORA JETTY , at Raigad Maharashtra.

MAHARASHTRA MARITIME BOARD intends to appoint OM&M contractor to operate and maintain facility premises including all civil, electrical, mechanical, and horticulture infrastructure through private participant, who will be allowed to generate revenue through predetermined sources. Contractor has to incur expenditure on operation and maintenance of facilities in premises from revenues generated by him and to pay Annual Premium during contract period. Period of contract concession shall be of **3 years, which can be further extendable to 2 years with prior permission from MMB.**

3. Revenue Generation Sources.

Contractor is permitted to generate revenue from following sources.

- I. Advertisement hoardings. **Advertising Boards of 10ft x 10ft each.** (Location and sizes of Advertising Boards shall be pre-determined by MAHARASHTRA MARITIME BOARD) company/ consortium etc. should familiarize himself with the applicable laws and permissions/ clearances required as well as relevant orders of the supreme court of India and Mumbai High court in respect of display of advertisements
- II. Temporary structures such as stalls and cafeteria, car parking etc. The location and plan of stalls and cafeteria shall be made available to MMB Office and should be approved from MMB.
- III. Events and Cultural activities
- IV. Advertisement

Construction of permanent structure is not allowed. For construction of temporary structures MCZMA and CRZ guidelines should be followed.

4. INSPECTION AND RULES FOR OPERATION, MANAGEMENT AND MAINTENANCE OPERATIONS

I. Visual Inspection

Regular supervision will be conducted by the local port inspector and junior engineer jointly.

II. Rules of Operation

The Contractor shall observe the following rules of operations.

- a. Ensure that all its employees wear uniform for identifying themselves clearly as employees of the contractor. The purpose of this rule is to distinguish Bidder's staff from MAHARASHTRA MARITIME BOARD employees or state government employees.
- b. Not allow its employees, agents or guests to create a disturbance that could be disruptive to the public's use of the chowpatty area.
- c. Cooperate with the employees of MAHARASHTRA MARITIME BOARD.
- d. Designate a person and backup person who shall be responsible for the operation activities of the contractor under the Agreement that shall be executed.
- e. Ensure that its employees or agents do not engage in activities, which could lead a member of the public to believe they are state government employees or agents.
- f. Report to MAHARASHTRA MARITIME BOARD in a timely manner any significant problems its employees or agents observe in the project.

2. MAINTENANCE

Everything should be maintained by company/ consortium/Individual, without MMB's support

Annexure- X Layout of the facility

Annexure- XI Format for Declaration by the bidder for not being Blacklisted/ Debarred

[On letter head of the bidder]

Date: dd/mm/yyyy

To

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

Ref: Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir,

I / We, the undersigned, herewith declare that my/our company (<-- name of the firm -->) has not been debarred / blacklisted by Central or any State Government department in India as on the date of submission of the bid.

Thanking you, Yours faithfully,

Signature of Authorized

Signatory (with official seal) Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Annexure- XII Format for Declaration of No Deviation from the RFP Requirements

[On letter head of the bidder]

Date: dd/mm/yyyy

To

Sub:

Ref: Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir,

I would like to herewith state that in the proposal submitted by M/s. -----, there are no deviations from the RFP Requirements / Terms & Conditions. The entire work shall be performed as per the project requirements.

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Annexure- XIII Details on Incorporation / Registration of firm/entity.

1. Bidder's Legal Name
2. Bidder's actual or intended Country of Registration:
3. Bidder's Year of Registration:
4. Bidder's Legal Address in Country of Registration:
5. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
6. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1 Note: Please note that a written authorization needs to be attached to this sheet

Annexure- XIV -Declaring positive net worth

Financial information in INR	Historic information for previous _____ () years						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Financial Statements							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

CA's Registration Number with Seal sign

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Historic financial statements must be audited by a certified accountant
- (c) Historic financial statements must be complete, including all notes to the financial statements
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Annexure – XV Format for submission of CA Certificate with also for declaring turnover for the 3 years

[On letter head of the

CA] Date: dd/mm/yyyy

To

Sub:

Ref : Tender No: <No> Dated
<DD/MM/YYYY>

Dear Sir,

Annual turnover data (OM&M only)		
Year	Amount and Currency	INR
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual O&M Activities Turnover	_____ _____ _____	_____ _____ _____

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in RFP

CA's Registration Number with Seal sign

Annexure – XVI Draft Contract Agreement

Annexure – XVII Performance Bank Guarantee Format

To,
The Chief Executive Officer,
Maharashtra Maritime Board,
2nd floor, Indian Mercantile Chambers,
14, Ramjibhai Kamani Marg, Ballard Estate,
Mumbai- 400 001.

The “**Maharashtra Maritime Board (MMB)**” (hereinafter referred to as “**MMB**”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has been awarded the “Letter of Award” (LoA) as Successful Bidder to signed the Service Agreement with M/s _____ on _____, for granting OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA on the terms and conditions contained in the Bid Document (RFP) No. _____ and/ or in the Service Agreement.

In consideration of MMB having awarded Letter of Award (LoA) to M/s _____ for OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA, for a period of 03 (three) Years under the terms and conditions contained in the Bid Document (RFP) No. _____ and/ or in the Service Agreement, the Performance Security is to be issued for a sum of Rs. 1,00,000/- (Rupees One Lakh only) for due fulfillment by M/s _____ of the terms of Clause 3.2 contained in the said Bid Document (RFP) No. _____, we _____ (Bank Name) _____ (hereinafter referred to as “**the Bank**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), at the request of M/s _____, are issuing this Performance Security.

We, _____ (bank) _____ having registered office at _____, do hereby guarantee and undertake to pay the amounts due and payable under this Performance Security by reason of breach of the terms and conditions contained in the said Bid Document (RFP) No. _____ and/ or in the Service Agreement or by reason of M/s _____ failure to perform the Service Agreement. Any such demand made on the bank by MMB shall be conclusive as regards the amount due and payable by the Bank under this Performance Security. However, our liability under this Performance Security shall be restricted to an amount not exceeding Rs. 1,00,000/- (Rupees One Lakh only).

We, _____ (bank) _____ further agree with the MMB that MMB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Service Agreement or to extend time of performance by M/s _____ from time to time or to postpone for any time or from time to time any of the powers exercisable by the MMB against M/s _____ and to forbear or enforce any of the terms and conditions relating to the Service Agreement and we shall not be relieved from our liability by reason of any such variation, being granted to M/s _____ or for any forbearance, act or omission on the part of MMB or any indulgence by the MMB to M/s _____ or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or M/s _____.

OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITY AND PASSENGER JETTY AT MURUDKHORA, RAIGAD, MAHARASHTRA

We, _____ (bank) _____ lastly undertake not to revoke this Performance Security during its currency except with the prior consent of the MMB, in writing. Page 51

“Notwithstanding anything contained herein

- i) Our Liability under this Performance Security shall not exceed Rs. 1,00,000/- (Rupees One Lakh only).
- ii) This Performance Security shall be valid up to _____.
- iii) We are liable to pay the Performance Security amount or any part thereof under this Performance Security only and only if MMB serves upon us a written claim or demand, on or before_____”.
- iv) We Undertake to pay Client/ MMB on demand without any demur the entire amount of Performance Security amount, within 72 hours of demand/ claim notwithstanding any claim/ dispute raise by the successful bidder in any suit/ proceedings filed in any court or Tribunal or pending arbitration relating thereto.

Date: (Signature of the Authorized Official)

Place: (Name and Designation with Bank Stamp)